

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$1,081.00 for the project known as OBBC Lot 16

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$1,081.00 for the project known as Orange Blossom Business Center Lot 16.

District 3 Dick Van Der Weide

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond w/ Escrow Agreement (Check #23771) in the amount of \$1,081.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Orange Blossom Business Center Lot 16.

STAFF RECOMMENDATION:

Staff recommends that the Board to approve the release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$1,081.00 for the project known as Orange Blossom Business Center Lot 16

ATTACHMENTS:

1. Refund Request Letter

Additionally Reviewed By: No additional reviews

READING

PLUMBING SYSTEMS INC.

COMMERCIAL PLUMBING CONTRACTORS

#CFC043195

October 14, 2008

Becky Noggle
500 W. Lake Mary Blvd.
Sanford, FL 32773

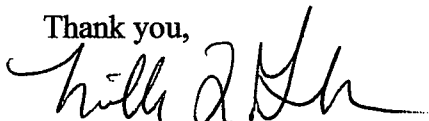
Re: Cash Maintenance Bond w/ Escrow Agreement

Project Name: Orange Blossom Bs Ctr – Lot 16
CK # 23771
Amount: \$1,081.00
District #3

To Whom It May Concern:

I would like to request that our maintenance bond be released as per the Land Development Code. If you have any questions please feel free to contact Nicolle Gardner at 407-869-0023.

Thank you,



Nicolle L. Gardner



SEMINOLE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
Planning, Engineering, and Inspections Division

Orange Blossom Business Ctr.
Inspection Receipt
Project: READING Plumbing - LOT 16, OBBL
Inspector: RICK SMITH Date: SEPT 14, 08

- ☐ Gravity Sewer Inspection
- ☐ Flush/Chlorination
- ☐ Sewer Infiltration
- ☐ Grooming Inspection
- ☐ Maintenance Bond Inspection
- ☐ Water Main Pressure Test
- ☐ Reclaimed Water Main Pressure Test
- ☐ Reinspection

- ☐ Main Tap/Pressure Test
- ☐ Lift Station Start-up
- ☐ Sewer Exfiltration
- ☐ Final Inspection
- ☐ Bacteriological Samples
- ☐ Lift Station Final
- ☐ Force Main Pressure Test

Start Time: _____

Pressure: _____

Finish Time: _____

Pressure: _____

Notes/Comments

Performed a 2 year MAINTENANCE BOND
INSPECTION.

ALL ITEMS STILL MEET COUNTY SPECS &
STANDARDS; NO ITEMS NEEDING REPAIR

Reinspection Fee Amount = \$ _____

Contractor/Rep: _____

Company: _____

Engineer/Rep: _____

Firm: _____

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 20 day of OCTOBER, 2006, between READING PLUMBING SYSTEMS, INC., hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as 19-21-29-516-0000-0160, as recorded in Plat Book 50, Page 72, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated DECEMBER 13, 2005, (as subsequently revised or amended on n/a, 20) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from OCTOBER 20, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00),

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of ONE THOUSAND EIGHTY-ONE DOLLARS (\$1,081.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from OCTOBER 20, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

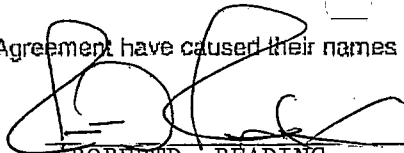
5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the costs thereof, including, but not limited to engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:


ROBERT D. READING



By: NICOLLE L. GARDNER

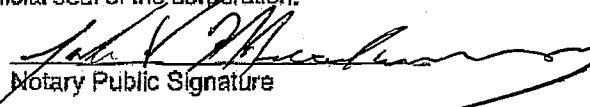
(CORPORATE SEAL)

Date: OCTOBER 20, 2006

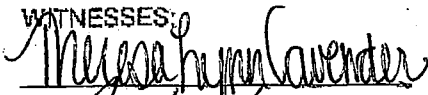
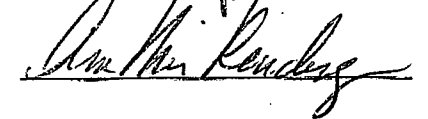
I HEREBY CERTIFY that, on this 20 day of OCTOBER 20 06, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT D. READING and NICOLLE L. GARDNER, as President and Secretary, respectively, of READING PLUMBING SYSTEMS CORPORATION organized under the laws of the State of Florida, who are personally known to me or who have produced KNOWN as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL

John V Mulvaney
My Commission DD235412
Expires August 09, 2007


Notary Public Signature

WITNESSES:

UTILITIES
SEMINOLE COUNTY, FLORIDA


Utilities Manager

Date: 10/23/06

Within authority delegated by
the County Manager pursuant to
Resolution No. 97-R-66 adopted
March 11, 1997 and further
delegated by Memorandum dated
March 27, 1997, Re: Streamlining
of Development-Related Agenda
items and approved on April 2,
1997.

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned READING PLUMBING SYSTEMS, INC., as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of ONE THOUSAND EIGHTY-ONE AND 0/100 DOLLARS (\$1,081.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind ROBERT D. READING, NICOLLE L. GARDNER, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated DECEMBER 13, 2005 including surveying, engineering, and land clearing, for ORANGE BLOSSOM BUSINESS PARK subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED OCTOBER 20, 20 06.

2721 PEMBERTON DRIVE
Address

APOPKA, FL 32703

[CORPORATE SEAL]

READING PLUMBING SYSTEMS, (PRINCIPAL)

By:  (Signature)

Its PRESIDENT (Title)



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name READING PLUMBING
Address _____
City _____ Phone _____
Subdivision OBBC Account # _____
Cycle/Rt # _____
Lot # 16 Street # _____ Project # _____

PLEASE PLACE INTO ESCROW

2YR MAINT BOND. 1,081.00

PAID:

Miscellaneous \$ 1,081.00
Water \$ _____
Sewer \$ _____
Meter Set \$ _____
Deposit \$ _____
TOTAL \$ 1,081.00

✓ # 23771

BY: B. NOGGLE *B. NOGGLE* DATE: 10/20/06

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.

Southeast Regional – Winter Park: (407) 665-2767

Greenwood – Lake Mary: (407) 321-0349

Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED _____

PLACED IN ESCROW X

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE